

**AMENDMENT TO
INTERCONNECTION AGREEMENT**

by and between

WISCONSIN BELL, INC. D/B/A AMERITECH WISCONSIN

AND

SAGE TELECOM INC

The Interconnection Agreement under Sections 251 and 252 of the Telecommunications Act of 1996 (“Agreement”) approved by the Public Service Commission of Wisconsin by and between Wisconsin Bell, Inc. d/b/a Ameritech Wisconsin (“Ameritech”) and Sage Telecom Inc (“CLEC”) is hereby amended.

Whereas, CLEC’s directory assistance listings for its end users are included in Ameritech’s Directory Assistance Database; and

Whereas, occasionally CLEC’s directory assistance listings will contain obvious grammatical and spelling errors; and,

Whereas, the CLEC desires that Ameritech advise it of such grammatical and spelling errors and temporarily fix such errors; and

Whereas, Ameritech is willing to do so pursuant to the terms and conditions set forth below.

It is therefore agreed in consideration of the mutual promises contained herein that the Operator Services & Directory Assistance Services – Article XXXIV of the Interconnection Agreement is amended in the following respects:

1.0 AMENDMENTS TO THE AGREEMENT

1.1 On and after the Amendment Effective Date, which shall mean the date on which this Amendment is approved by the Commission under Section 252(e) of the Act, the Agreement is hereby amended to add the following new provision to the Operator Services & Directory Assistance Services – Article XXXIV of the Agreement:

34.8.1 Ameritech may from time to time contact CLEC regarding what appears to be an obvious or potential grammatical or spelling error with an individual CLEC end user listing in the Ameritech Directory Assistance (DA) database. Such errors could include for example an extra letter in a person’s name such as Williams, or the substitution of a suffix for a person’s last name, such as Alvin Senior, instead of Alvin Williams, Sr., among other obvious errors. CLEC agrees that Ameritech may temporarily change the end user listing in the DA database, until the CLEC submits a service order to correct the listing.

34.8.2 CLEC agrees to submit a service order to correct the directory listing, which will ultimately correct the end user listing in the DA database or advise Ameritech that the listing is correct. If the CLEC fails to submit a change within 30 days of notification, Ameritech will remove the temporary listing from the DA database and the listing will remain as is. Ameritech will follow up with CLEC once within the thirty-day period, if no service order has been issued prior to removing the temporary change.

34.8.3 CLEC agrees Ameritech has no obligation to verify a DA listing and assumes no responsibility to identify errors. Ameritech will not search for DA listing errors, nor provide for verification of DA listings. CLEC further agrees Ameritech has no liability to CLEC in identifying errors in the DA database or notifying CLEC of errors. CLEC further agrees that Ameritech shall have no liability for temporarily correcting what appears to be an obvious or potential grammatical or spelling error. CLEC further agrees to indemnify, defend, and hold Ameritech harmless from any and all third party claims arising from Ameritech temporarily correcting an obvious or potential error, and/or CLEC's failure to submit a correcting service order, except where Ameritech acted with gross negligence or willful misconduct.

2.0 MISCELLANEOUS

- 2.1 The Agreement, as amended hereby, shall remain in full force and effect. On and from the Amendment Effective Date, reference to the Agreement in any notices, requests, orders, certificates and other documents shall be deemed to include this Amendment, whether or not reference is made to this Amendment, unless the context shall otherwise specifically note.
- 2.2 This Amendment shall be deemed to be a contract made under and governed by the Act and the domestic laws of the State of Wisconsin, without reference to conflict of law provisions.
- 2.3 This Amendment shall not modify or extend the Effective Date or Term of the underlying Agreement, but rather, shall be coterminous with such Agreement.
- 2.4 EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OR THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.
- 2.5 This Amendment shall be filed with and subject to approval by the State Commission.
- 2.6 This Amendment may be executed in counterparts, each of which shall be deemed an original but all of which when taken together shall constitute a single agreement.
- 2.7 This Amendment constitutes the entire Amendment between the Parties and supersedes all previous proposals, both verbal and written.
- 2.8 In entering into this Amendment, the Parties acknowledge and agree that neither Party is waiving any of its rights, remedies or arguments with respect to any orders, decisions or proceedings and any remands thereof, including but not limited to its rights under the United States Supreme Court's opinion in *Verizon v. FCC*, 535 U.S. ____ (2002); the D.C. Circuit's decision in *United States Telecom Association, et. al v. FCC*, No. 00-101 (May 24, 2002); the FCC's Order *In the Matter of the Local Competition Provisions of the Telecommunications Act of 1996*, (FCC 99-370) (rel. November 24, 1999), including its Supplemental Order Clarification (FCC 00-183) (rel. June 2, 2000) in CC Docket 96-98; or the FCC's Order on Remand and Report and Order in CC Dockets No. 96-98 and 99-68 (the "ISP Inter-carrier Compensation Order") (rel. April 27, 2001), which was remanded in *WorldCom, Inc. v. FCC*, No. 01-1218 (D.C. Cir. 2002). Rather, in entering into this Amendment, each Party fully reserves all of its rights, remedies and arguments with respect to any decisions, orders or proceedings, including but not limited to its right to dispute whether any UNEs and/or UNE combinations identified in the Agreement and this Amendment must be provided under Sections 251(c)(3) and 251(d) of the Act, and under this Agreement. Notwithstanding anything to the contrary in this Agreement and in addition to fully reserving its other rights, Ameritech Wisconsin reserves its right to exercise its option at any time in the future to adopt on a date specified by Ameritech Wisconsin the FCC ISP terminating compensation plan, after which date ISP-bound traffic will be subject to the FCC's prescribed terminating

compensation rates, and other terms and conditions. In the event that the FCC, a state regulatory agency or a court of competent jurisdiction, in any proceeding finds, rules and/or otherwise orders that any of the UNEs and/or UNE combinations provided for under this Agreement and this Amendment do not meet the necessary and impair standards set forth in Section 251(d)(2) of the Act, the affected provision will be immediately invalidated, modified or stayed as required to effectuate the subject order upon written request of either Party. In such event, the Parties shall have sixty (60) days from the effective date of the order to attempt to negotiate and arrive at an agreement on the appropriate conforming modifications required to the agreement. If the Parties are unable to agree upon the conforming modifications required within sixty (60) days from the effective date of the order, any disputes between the Parties concerning the interpretations of the actions required or the provisions affected by such order shall be handled under the Dispute Resolution Procedures set forth in this Agreement.

IN WITNESS WHEREOF, this Amendment to the Agreement was exchanged in triplicate on this _____ day of _____, 2002, by Ameritech Wisconsin, signing by and through its duly authorized representative, and CLEC, signing by and through its duly authorized representative.

Sage Telecom Inc

By: _____

Name: _____
(Print or Type)

Title: _____
(Print or Type)

Date: _____

**Wisconsin Bell Inc. d/b/a Ameritech Wisconsin
By SBC Telecommunications, Inc.,
Its authorized agent**

By: _____

Name: _____
(Print or Type)

Title: *For/* President – Industry Markets

Date: _____